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Official copy of register of title

Title number MS333976

Edition date 14.04.2014

- This official copy shows the entries on the register of title on 28 JUN 2023 at 15:47:28.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 28 Jun 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title.

MERSEYSIDE : WIRRAL

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 19 Hawthorne Grove, Wallasey (CH44 7DP).
- 2 (05.06.1992) The Transfer dated 30 April 1992 referred to in the Charges Register was made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.
- 3 (05.06.1992) The Transfer dated 30 April 1992 referred to in the Charges Register contains a provision as to light or air.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (15.04.2013) PROPRIETOR: JOHN WILSON and LINDA WILSON of 366 Brook Street, Birkenhead CH41 4LB.
- 2 (15.04.2013) The price stated to have been paid on 27 March 2013 was £52,000.
- 3 (14.04.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 31 March 2014 in favour of The Mortgage Works (UK) PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

Title number MS333976

- 1 A Conveyance affecting the land edged and numbered 1 in blue on the filed plan dated 16 December 1830 made between (1) John Mawdsley (2) William Tristram Keightley (3) Samuel Carter and (4) William Henry Moore contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance affecting the land edged and numbered 3 in blue on the filed plan dated 14 January 1871 made between (1) Isaac Penny and others (2) William Dickinson and (3) Joseph Sillitoe contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land edged and numbered 2 in blue on the filed plan is subject to such restrictive covenants as may have been imposed thereon before 7 March 1983 and are still subsisting and capable of being enforced.
- 4 (05.06.1992) A Transfer of the land in this title dated 30 April 1992 made between (1) Wirral Borough Council and (2) Alan Pennington and Caroline Jean Pennington contains restrictive covenants.

NOTE: Copy filed.

- 5 (14.04.2014) REGISTERED CHARGE dated 31 March 2014.
- 6 (14.04.2014) Proprietor: THE MORTGAGE WORKS (UK) PLC (Co. Regn. No. 2222856) of Nationwide House, Pipers Way, Swindon SN38 1NW.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 16 December 1830 referred to in the Charges Register:-

"And the said Samuel Carter doth hereby for himself his heirs appointees executors administrators and assigns covenant with the said John Mawdsley his heirs appointees and assigns that he the said Samuel Carter his heirs appointees or assigns shall not nor will at any time hereafter erect more than two dwellinghouses on the said land the plan of elevation of such houses to be approved by the said John Mawdsley his heirs appointees or assigns nor erect any buildings for manufacture or in any respect an annoyance or nuisance or carry on any trade or business which shall be or become an annoyance or nuisance on any part of the said premises or have any cellar let or to be let on the said premises other than as with and appurtenant to such dwellinghouses for the domestic purposes of such respective dwellinghouses and not for distinct habitation or for any other use and shall not nor will erect or cause to be erected any court houses on the said piece or parcel of land and also that the said John Mawdsley his heirs appointees and assigns or any claiming under or in trust for him or them shall have the right of abating and that at the expense in all things of the person or persons offending or by Bill in Equity of enjoining any of the breaches of the covenant before mentioned"

- 2 The following are details of the covenants contained in the Conveyance dated 14 January 1871 referred to in the Charges Register:-

"AND the said Joseph Sillitoe doth hereby for himself his heirs executors administrators and assigns covenant with the said Isaac Penny Thomas Ridgway Bridson and Henry Smith their heirs executors and two administrators that he and they shall not nor will exercise or permit to be exercised or carried on upon the said land or any part thereof or in any buildings to be erected thereon the trade or business of a publican or beer house keeper or licensed victualler soap boiler tallow chandler slaughterer of cattle or any trade or business which may be deemed offensive and that not more than twenty dwellinghouses two stories in height shall be built on the said land and which shall be of the value of One hundred and eighty pounds each including the value of the land to be built according to designs to be approved of by the said Isaac Penny Thomas Ridgway Bridson and Henry Smith their heirs and assigns and that none of such dwellinghouses buildings or any part thereof respectively shall be built of rubble stone and also that no cellar shall be let off for private habitation nor shall any house be built on the said land or less frontage than five yards and that no court or courts of house shall be erected on the said land or any part thereof and that the said Joseph Sillitoe his heirs executors administrators or assigns shall bear and pay one half of the expense of

Schedule of restrictive covenants continued

making flagging and completing the said new street or intended new street called Nebo Street on the east side of the land hereby conveyed and also bear and pay one half of the expense of making asphaltting and completing the said new street on the south side of the said land intended to be hereby conveyed both sides co-extensive with the land hereby conveyed whenever required by the Local boards PROVIDED always nevertheless and it is hereby agreed and declared that if it shall happen that the said Joseph Sillitoe his heirs or assigns shall at any time hereafter during the life of any or either of the parties hereto of the first part or at any time or times within twenty one years from the date of the survivor fail to observe fulfil perform and keep the covenants on his and their parts hereinbefore contained or any of them and in such case and when and so often as it shall so happen it shall be lawful for the said Isaac Penny Thomas Ridgway Bridson and Henry Smith their heirs or assigns into the said premises or any part thereof in the name of the whole to enter with full liberty power and authority to pull down and remove any building erected contrary to the said covenants hereinbefore contained and do any act which maybe necessary specifically to perform the said covenants of the said Joseph Sillitoe

PROVIDED always that if the said Joseph Sillitoe his heirs or assigns shall not pay or reimburse to the said Isaac Penny Thomas Ridgway Bridson and Henry Smith their heirs or assigns all the reasonable costs charges and expenses which they or any of them shall necessarily or properly incur in or about the pulling down and removing any such building as aforesaid and doing any such other act as aforesaid and such costs charges and expenses shall have not have been satisfied out of the rents and profits of the same premises it shall be lawful for the said Isaac Penny Thomas Ridgway Bridson and Henry Smith their heirs or assigns to continue in possession of the said premises after they shall have pulled down and removed such building and done such other act as aforesaid until such times as the said Joseph Sillitoe his heirs or assigns shall have paid and reimbursed to the said Isaac Penny Thomas Ridgway Bridson and Henry Smith their heirs or assigns such costs charges and expenses or until the same shall have been satisfied out of the rents and profits of the same premises"

End of register